

07-0409-00
ADAMSON INSURANCE & ASSOCIATES INC
1450 SW VINTAGE PKWY STE 220
ANKENY IA 50023-7166

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Agency phone: 515.965.5552

Owners Insurance Company

01-07-2026

This is not a bill. The premium can be paid before a bill is sent using any of the following methods:

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

Pay by Phone
1.800.288.8740

VILLAGE AT DEER CREEK CROSSING TOWN
C/O PROPERTY MANAGEMENT BY DESIGN
2602 SW WESTWINDS BLVD
ANKENY IA 50023-9554

RE: Policy 244607-39290517-26

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **515.965.5552**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A+ (Superior) rating by AM Best signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

Policy Number: 244607-39290517-26
Insurance Company: OWNERS INSURANCE COMPANY
Renewal Effective Date: 02-06-2026

Dear Policyholder,

Thank you for choosing us for your insurance needs. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of change(s) as listed below:

Your renewal premium will be \$32,374.00 or \$28,802.00 if Paid in Full Discount applies.
(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

Your renewal includes a change in deductible or a material reduction in the limits or coverage of the policy or contract. Please see notices attached.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTICE OF CHANGE IN POLICY TERMS COMMERCIAL PROPERTY VALUE ADJUSTMENT

Dear Policyholder,

A new replacement cost estimate has been obtained by Auto-Owners for each building covered on your policy. There are building(s) on your policy with coverage limit(s) that exceed the coverage limit returned by the replacement cost estimate, and there are building(s) on your policy with coverage limit(s) lower than the coverage limit returned by the new replacement cost estimate. Effective with this renewal, the coverage limit(s) for the building(s) on your policy that are lower than the coverage limit returned by the new replacement cost estimates have been increased to match the new replacement cost estimate. The coverage limit(s) for the building(s) on your policy that exceed the coverage limit returned by the new replacement cost estimates have not been adjusted. Although these building coverage limit(s) have not been altered per the new replacement cost estimate, if applicable, the limit(s) have been increased according to the most recent adjusted value factor. Please contact your Auto-Owners Agency with any questions.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

You have the right to renew your policy. You also have the right to cancel your policy at any time. To cancel your policy, please provide the date on which cancellation is to take effect.

Please review your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.

**NOTICE OF CHANGE IN POLICY TERMS
EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS)**

NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

Effective with this renewal, form CG 40 32 (05-23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) has been added to your policy. This endorsement removes all liability coverage for "bodily injury", "property damage" and "personal and advertising injury" caused by or resulting from pollutants that may contain Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS).

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

You have the right to renew your policy. You also have the right to cancel your policy at any time. To cancel your policy, please provide the date on which cancellation is to take effect.

Please review the endorsement and your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109 515-965-5552

Reissue Effective 02-06-2026

POLICY NUMBER 244607-39290517-26

INSURED VILLAGE AT DEER CREEK CROSSING TOWN
C/O PROPERTY MANAGEMENT BY DESIGN

Company Use 39-46-IA-2402

ADDRESS 2602 SW WESTWINDS BLVD
ANKENY IA 50023-9554

Company
Bill

Policy Term	
12:01 a.m.	12:01 a.m.
to	
02-06-2026	02-06-2027

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Townhome Association

Entity: Association

Program: Condominium-Residential Association

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$29,029.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$3,345.00
TOTAL	\$32,374.00
TOTAL POLICY PREMIUM IF ON FULL PAY PLAN BY 02-06-2026	\$28,802.00
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
IL0017 (11-85) 55003 (07-12) 55056 (07-87) 59390 (11-20)

A 02% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Umb(X) Comm Auto() WC() Life() Personal() Farm().

Countersigned By: _____

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$200,000
BAILEES	\$15,000
	\$10,000 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 72 HOUR WAITING PERIOD	\$150,000
DEBRIS REMOVAL	\$100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$100,000
EMPLOYEE DISHONESTY	\$50,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$50,000
	\$10,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$25,000
FORGERY AND ALTERATION	\$50,000
MONEY AND SECURITIES INSIDE PREMISES	\$50,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$50,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$25,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$20,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$50,000
POLLUTANT CLEAN UP AND REMOVAL	\$100,000
PROPERTY IN TRANSIT	\$100,000
PROPERTY OFF PREMISES	\$100,000
REFRIGERATED PRODUCTS	\$25,000
SALESPERSON'S SAMPLES	\$25,000

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

55198 (12-10)

PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$150,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$150,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$25,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$50,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	54754 (12-00)	64352 (12-20)	64000 (12-10)	

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001

Location: 217 - 241 Ne Glendale Ln., Ankeny, IA 50021

Occupied As: 7 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770

Program: Condominium-Residential A

Protection Class: 02

Class Rate - Building: 0.122

County: Polk

Construction: Frame

Class Code: 0331

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,770,037		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$584.00
Basic Group II	100%	\$5,000*		0.126	\$2,230.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$496.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$100.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$549.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$40.00
LOCATION 0001	\$3,999.00

LOCATION 0002 - BUILDING 0001

Location: 3104 - 3124 Ne Chandler Ln., Ankeny, IA 50021

Occupied As: 6 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770

County: Polk

Program: Condominium-Residential A

Construction: Frame

Protection Class: 02

Class Code: 0331

Class Rate - Building: 0.122

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,541,800		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$509.00
Basic Group II	100%	\$5,000*		0.126	\$1,943.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$432.00

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$87.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$479.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0002 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$35.00
LOCATION 0002	\$3,485.00

LOCATION 0003 - BUILDING 0001

Location: 3103 -3123 Ne Chandler Ln., Ankeny, IA 50021

Occupied As: 6 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770

Program: Condominium-Residential A

Protection Class: 02

Class Rate - Building: 0.122

County: Polk

Construction: Frame

Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company Bill POLICY NUMBER 244607-39290517-26
39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,541,800		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$509.00
Basic Group II	100%	\$5,000*		0.126	\$1,943.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$432.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$87.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$479.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0003 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$35.00
LOCATION 0003	\$3,485.00

LOCATION 0004 - BUILDING 0001

Location: 201 - 213 Ne Glendale Ln., Ankeny, IA 50021-9218

Occupied As: 4 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770
Program: Condominium-Residential A
Protection Class: 02
Class Rate - Building: 0.122

County: Polk
Construction: Frame
Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company Bill POLICY NUMBER 244607-39290517-26
39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,093,849		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$361.00
Basic Group II	100%	\$5,000*		0.126	\$1,378.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$306.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$62.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$339.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0004 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$24.00
LOCATION 0004	\$2,470.00

LOCATION 0005 - BUILDING 0001

Location: 3101 - 3113 Ne 2Nd Ln., Ankeny, IA 50021

Occupied As: 4 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770
Program: Condominium-Residential A
Protection Class: 02
Class Rate - Building: 0.122

County: Polk
Construction: Frame
Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,093,849		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$361.00
Basic Group II	100%	\$5,000*		0.126	\$1,378.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$306.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$62.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$339.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0005 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$24.00
LOCATION 0005	\$2,470.00

LOCATION 0006 - BUILDING 0001

Location: 3102 - 3118 Ne 2Nd Ln., Ankeny, IA 50021

Occupied As: 5 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770
Program: Condominium-Residential A
Protection Class: 02
Class Rate - Building: 0.122

County: Polk
Construction: Frame
Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,323,635		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$437.00
Basic Group II	100%	\$5,000*		0.126	\$1,668.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$371.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$75.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$411.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0006 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$30.00
LOCATION 0006	\$2,992.00

LOCATION 0007 - BUILDING 0001

Location: 3013 - 3033 Ne 2Nd Ln., Ankeny, IA 50021

Occupied As: 6 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770
 Program: Condominium-Residential A
 Protection Class: 02
 Class Rate - Building: 0.122

County: Polk
 Construction: Frame
 Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,494,176		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$493.00
Basic Group II	100%	\$5,000*		0.126	\$1,883.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$418.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$85.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$464.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0007 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$33.00
LOCATION 0007	\$3,376.00

LOCATION 0008 - BUILDING 0001

Location: 202 - 222 Ne Meadow Ln., Ankeny, IA 50021

Occupied As: 6 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770

Program: Condominium-Residential A

Protection Class: 02

Class Rate - Building: 0.122

County: Polk

Construction: Frame

Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company Bill POLICY NUMBER 244607-39290517-26
39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,494,176		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$493.00
Basic Group II	100%	\$5,000*		0.126	\$1,883.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$418.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$85.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$464.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0008 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$33.00
LOCATION 0008	\$3,376.00

LOCATION 0009 - BUILDING 0001

Location: 226 - 246 Ne Meadow Ln., Ankeny, IA 50021

Occupied As: 6 Unit Townhome

Secured Interested Parties: None

Rating Information

Territory: 770
Program: Condominium-Residential A
Protection Class: 02
Class Rate - Building: 0.122

County: Polk
Construction: Frame
Class Code: 0331

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company Bill POLICY NUMBER 244607-39290517-26
39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING (BLANKET)			\$1,494,176		
Causes of Loss					
Basic Group I	100%	\$5,000*		0.033	\$493.00
Basic Group II	100%	\$5,000*		0.126	\$1,883.00
Windstorm/Hail	100%	5% *			Included
Special	100%	\$5,000*		0.028	\$418.00
Theft	100%	\$5,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 02-06-2027					
Inflation Guard Factor Building 1.020					
Replacement Cost					
Equipment Breakdown		\$5,000	See Form 54843		\$85.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$464.00
Tier: Premier					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$5,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$5,000	\$160,000		Included
Coverage C-Increased Cost		\$5,000	\$160,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	IL0276 (06-89)	IL0003 (07-02)	IL0022 (05-87)
CP0197 (11-05)	CP0151 (02-03)	64224 (01-16)	59325 (12-19)	64326 (07-19)
64393 (08-22)	64036 (02-12)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	54843 (07-19)	64020 (12-10)
64004 (12-10)	54754 (12-00)	59390 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0009 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	\$33.00
LOCATION 0009	\$3,376.00

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$4,000,000
Products-Completed Operations Aggregate	\$4,000,000
Personal And Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

COVERAGE	LIMITS OF INSURANCE
Assn Directors/Officers Errors and Omissions Agg	\$2,000,000
Assn Directors/Officers Errors and Omissions Occ	\$2,000,000
Hired Auto & Non-Owned Auto	\$2,000,000 Each Occurrence
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$2,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

59350 (01-15)	55405 (07-08)	55146 (06-04)	CG2106 (05-14)	CG2109 (06-15)
55091 (05-17)	55010 (05-17)	55028 (05-17)	CG2004 (11-85)	CG2167 (12-04)
IL0021 (07-02)	CG2648 (06-08)	59325 (12-19)	CG0001 (04-13)	IL0276 (06-89)
IL0017 (11-85)	55537 (05-17)	55513 (05-17)	55029 (05-17)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	CG2026 (04-13)	64415 (10-22)	CG4032 (05-23)
55410 (09-14)	59390 (11-20)			

LOCATION 0001 - BUILDING 0001

Location: 217 - 241 Ne Glendale Ln., Ankeny, IA 50021

Territory: 003

County: Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 50		\$521.00
Hired Auto & Non-Owned Liability	04001	Auto	Flat Charge		\$81.00

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	7	36.754	\$257.00
		Prod/Comp Op	7	5.673	\$40.00
Additional Interests	49950				
Designated Per/Organization L					
1. Property Management		Prem/Op	Flat Charge		\$25.00
		Prod/Comp Op	Flat Charge		\$25.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$10.00
LOCATION 0001	\$1,367.00

LOCATION 0002 - BUILDING 0001

Location: 3104 - 3124 Ne Chandler Ln., Ankeny, IA 50021

Territory: 003 County: Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	6	36.754	\$221.00
		Prod/Comp Op	6	5.673	\$34.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0002 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$3.00
LOCATION 0002	\$258.00

LOCATION 0003 - BUILDING 0001

Location: 3103 - 3123 Ne Chandler Ln., Ankeny, IA 50021

Territory: 003 County: Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	6	36.754	\$221.00
		Prod/Comp Op	6	5.673	\$34.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0003 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$3.00
LOCATION 0003	\$258.00

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

LOCATION 0004 - BUILDING 0001

Location: 201 - 213 Ne Glendale Ln., Ankeny, IA 50021-9218

Territory: 003 **County:** Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	4	36.754	\$147.00
		Prod/Comp Op	4	5.673	\$23.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0004 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$2.00
LOCATION 0004	\$172.00

LOCATION 0005 - BUILDING 0001

Location: 3101 - 3113 Ne 2Nd Ln., Ankeny, IA 50021

Territory: 003 **County:** Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	4	36.754	\$147.00
		Prod/Comp Op	4	5.673	\$23.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0005 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$2.00
LOCATION 0005	\$172.00

LOCATION 0006 - BUILDING 0001

Location: 3102 - 3118 Ne 2Nd Ln., Ankeny, IA 50021

Territory: 003 **County:** Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	5	36.754	\$184.00
		Prod/Comp Op	5	5.673	\$28.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0006 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$2.00
LOCATION 0006	\$214.00

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

LOCATION 0007 - BUILDING 0001

Location: 3013 - 3033 Ne 2Nd Ln., Ankeny, IA 50021

Territory: 003

County: Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	6	36.754	\$221.00
		Prod/Comp Op	6	5.673	\$34.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0007 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$3.00
LOCATION 0007	\$258.00

LOCATION 0008 - BUILDING 0001

Location: 202 - 222 Ne Meadow Ln., Ankeny, IA 50021

Territory: 003

County: Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	6	36.754	\$221.00
		Prod/Comp Op	6	5.673	\$34.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0008 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$3.00
LOCATION 0008	\$258.00

LOCATION 0009 - BUILDING 0001

Location: 226 - 246 Ne Meadow Ln., Ankeny, IA 50021

Territory: 003

County: Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	6	36.754	\$221.00
		Prod/Comp Op	6	5.673	\$34.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0009 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$3.00
LOCATION 0009	\$258.00

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company POLICY NUMBER 244607-39290517-26
Bill 39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

EMPLOYMENT PRACTICES LIABILITY COVERAGE

**THIS FORM PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

THE COVERAGE OF THIS ENDORSEMENT IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE EPL COVERAGE PERIOD, INCLUDING ANY APPLICABLE EXTENDED REPORTING PERIOD, AND REPORTED TO THE INSURER.

THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE ENDORSEMENT SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

Retroactive Date:

EPL Coverage Period:

02-06-2026 to 02-06-2027

COVERAGE	DEDUCTIBLE	AGGREGATE LIMIT	PREMIUM
EPL Coverage	\$2,500	\$50,000	\$129.00
Number of Full-Time Employees 1			
Number of Part-Time Employees 5			
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390			\$1.00
EMPLOYMENT PRACTICES LIABILITY PREMIUM			\$130.00

AUTO-OWNERS INS. GROUP
AGENCY ADAMSON INSURANCE & ASSOCIATES
07-0409-00
INSURED VILLAGE AT DEER CREEK CROSSING
TOWN

ISSUED 01-07-2026
POLICY NUMBER 244607-39290517-26
TERM 02-06-2026 to 02-06-2027

CYBER SUITE COVERAGE

**THIS FORM PROVIDES COVERAGE ON A CLAIMS-MADE AND
REPORTED BASIS.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

THE LIMIT OF INSURANCE FOR ANY COVERAGE INDICATED BELOW APPLIES TO COVERED LOSSES AS DEFINED IN THE CYBER SUITE COVERAGE.

ONLY COVERAGE UNDER CYBER THIRD PARTY COVERAGES BELOW ARE LIMITED TO LIABILITY FOR THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE COVERAGE PERIOD, INCLUDING ANY APPLICABLE EXTENDED REPORTING PERIOD, AND REPORTED TO THE INSURER.

THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS UNDER THIS COVERAGE FOR CYBER THIRD PARTY COVERAGES ONLY SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE EXPENSES. AMOUNTS INCURRED FOR DEFENSE EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

IN THE EVENT OF A CYBER SUITE RELATED LOSS, PLEASE CONTACT YOUR AGENT AS SOON AS POSSIBLE. IF YOU CANNOT REACH YOUR AGENT AFTER NORMAL BUSINESS HOURS, CALL THE CYBER SUITE HOTLINE AT 1-877-800-5032.

COVERAGE PERIOD 02-06-2026 to 02-06-2027

AUTO-OWNERS INS. GROUP
 AGENCY ADAMSON INSURANCE & ASSOCIATES
 07-0409-00
 INSURED VILLAGE AT DEER CREEK CROSSING
 TOWN

ISSUED 01-07-2026
POLICY NUMBER 244607-39290517-26
 TERM 02-06-2026 to 02-06-2027

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM
CYBER AGGREGATE	\$ 1,000	\$ 50,000	
CYBER THIRD PARTY COVERAGES			
Privacy Incident Liability	\$ 1,000	Included	
Network Security Liability	\$ 1,000	Included	
Electronic Media Liability	\$ 1,000	Included	
CYBER FIRST PARTY COVERAGES			
Data Compromise Response Expenses	\$ 1,000	Included	
Sublimit Per Occurrence:			
Public Relations		\$ 10,000	
Reputational Harm		\$ 10,000	
Computer Attack	\$ 1,000	Included	
Sublimit Per Occurrence:			
Public Relations		\$ 10,000	
Sublimited Coverages Per Occurrence:			
Cyber Extortion	\$ 1,000	\$ 10,000	
Misdirected Payment Fraud	\$ 1,000	\$ 10,000	
Computer Fraud	\$ 1,000	\$ 10,000	
Telecommunications Fraud	\$ 1,000	\$ 10,000	
Reward Payments	\$ 1,000	Included	
Sublimit Per Policy Period:		\$ 25,000	
IDENTITY RECOVERY AGGREGATE	N/A	\$25,000	
Sublimit Per Occurrence:			
Lost Wages and Child and Elder Care Expenses		\$5,000	
Mental Health Counseling		\$1,000	
Miscellaneous Unnamed Costs		\$1,000	
Total Cyber Suite Premium			\$ 408

Owners Ins. Co.

Issued 01-07-2026

AGENCY ADAMSON INSURANCE & ASSOCIATES INC
07-0409-00 MKT TERR 109

Company
Bill

POLICY NUMBER 244607-39290517-26
39-46-IA-2402

INSURED VILLAGE AT DEER CREEK CROSSING TOWN

Term 02-06-2026 to 02-06-2027

55056 (07-87)

SUPPLEMENTAL DECLARATIONS

BUILDING BLANKET LIMIT OF INSURANCE: \$12,847,498

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

PROPERTY MANAGEMENT BY DESIGN

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PROPERTY DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

SECTION D. DEDUCTIBLE is deleted and replaced by the following:

D. DEDUCTIBLE

The applicable Deductible shown in the Declarations will apply separately to:

1. Each building sustaining loss or damage.
2. The personal property at each building at which there is loss or damage to personal property.

However, if there is loss or damage to both a building and its personal property, only one deductible will apply for that building.

In any one occurrence of loss or damage (hereinafter referred to as loss), the Deductible shown in the Declarations will apply as follows:

- a. We will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage.
 - (1) If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss.
 - (2) If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of the loss and will pay the resulting amount or the Limit of Insurance, whichever is less.
- b. If paragraph a., above does not apply:
 - (1) If the amount of loss is less than or equal to the Deductible, we will not pay for that loss.
 - (2) If the amount of loss exceeds the Deductible, we will then subtract the Deductible from the loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible.

- c. No Deductible applies to the following Additional Coverages:

- (1) Fire Department Service Charge;
- (2) Fire Extinguisher Systems Recharge Expense;
- (3) Arson Reward;
- (4) Theft Reward; and
- (5) Rekeying of Locks.

In the following Examples, the figures used are for illustrative purposes only and do not reflect your actual insurance.

The following Examples assume there is no Coinsurance penalty.

EXAMPLE #1

Deductible:	\$ 250
Limit of Insurance - Building #1:	\$60,000
Limit of Insurance - Building #2:	\$80,000
Loss to Building #1:	\$60,100
Loss to Building #2:	\$80,200

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible. The amount of loss to Building #2 (\$80,200) is less than the sum (\$80,250) of the Limit of Insurance applicable to Building #2 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1 and Building #2.

\$60,100	
- 250	
\$59,850	Loss Payable - Building #1
\$80,200	
- 250	
\$79,950	Loss Payable - Building #2

EXAMPLE #2

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1: (Exceeds Limit of Insurance plus Deductible)	\$70,000
Loss to Building #2: (Exceeds Limit of Insurance plus Deductible)	\$90,000
Loss Payable - Building #1: (Limit of Insurance)	\$60,000
Loss Payable - Building #1: (Limit of Insurance)	\$80,000
Total amount of loss payable:	\$140,000

All other policy terms and conditions apply.

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:**
 - a. Use or threat of force or violence; or**
 - b. Commission or threat of a dangerous act; or**

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- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.
Exclusions of Section I - Coverage A - Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl
Substances**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2.
Exclusions of Section I - Coverage B - Personal
And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl
Substances**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or

escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**C. The following definition is added to the Definitions
Section:
"Perfluoroalkyl or polyfluoroalkyl substances" means
any:**

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

D. Exception To Exclusion Of "Terrorism" For Certain Fire Losses

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage caused by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms or to the Legal Liability Coverage Form.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
 - a. the Secretary of Homeland Security; and
 - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

CYBER SUITE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Throughout this Coverage Endorsement (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Cyber Suite Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to **DEFINITIONS**.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Cyber Suite Supplemental Declarations.

1. Data Compromise Response Expenses

- a. Data Compromise Response Expenses applies only if all of the following conditions are met:
- (1) There has been a "personal data compromise"; and
 - (2) Such "personal data compromise" took place in the "coverage territory"; and
 - (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
 - (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
- b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item (3) below.
- (1) **Forensic IT Review**

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals". This includes, when

necessary, the cost of a qualified Payment Card Forensic Investigator. This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security; or
- (b) The nature or extent of "loss" or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

(2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

(3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

(4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”. Services (c) and (d) below apply only to “affected individuals” from “personal data compromise” events involving “personally identifying information”.

(a) Informational Materials

A packet of loss prevention and customer support information.

(b) Help Line

A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in (c) and (d) below.

(c) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual’s credit records. This service is subject to the “affected individual” enrolling for this service with the designated service provider.

(d) Identity Restoration Case Management

As respects any “affected individual” who is or appears to be a victim of “identity theft” that may reasonably have arisen from the “personal data compromise”, the services of an identity restoration professional who will assist that “affected individual” through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

(5) Public Relations

We will pay for a professional public relations firm review of, and response to, the potential impact of the “personal data compromise” on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special

promotions designed to retain your relationship with “affected individuals”. However, we will not pay for:

- (a) Promotions provided to any of your “executives” or “employees”; or
- (b) Promotion costs exceeding \$25 per “affected individual”.

(6) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction. This includes, but is not limited to, fines and penalties imposed for the violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act and similar laws.

(7) PCI Assessments, Fines and Penalties

We will pay for any Payment Card Industry assessments, fines and penalties imposed on you under a contract to which you are a party. This does not include any:

- (a) Increased transaction costs;
- (b) Assessments, fines and penalties not arising from a covered “personal data compromise”;
- (c) Interchange fees;
- (d) Chargebacks;
- (e) Subsequent assessments, fines and penalties imposed due to continued PCI non-compliance; or
- (f) Portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

(8) Reputational Harm

- (a) This Reputational Harm coverage applies only if there has been a “personal data compromise” for which you provided notifications and services to “affected individuals” in consultation with us pursuant to **b.(3) and b.(4)** above.
- (b) If the conditions listed in (a) above have been met, then we will pay your necessary and reasonable “reputational harm costs” incurred during the “period of indemnification” and arising directly from the “personal data compromise”.

(9) Reward Payments

We will pay for any necessary and reasonable “reward payments” offered and made by you in response to a

“personal data compromise”.

2. Computer Attack

- a. Computer Attack applies only if all of the following conditions are met:
- (1) There has been a “computer attack”; and
 - (2) Such “computer attack” occurred in the “coverage territory”; and
 - (3) Such “computer attack” is first discovered by you during the “policy period”; and
 - (4) Such “computer attack” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
- b. If the conditions listed in a. above have been met, then we will provide you the following coverages for “loss” directly arising from such “computer attack”.
- (1) **Data Restoration**
We will pay your necessary and reasonable “data restoration costs”.
 - (2) **Data Re-creation**
We will pay your necessary and reasonable “data re-creation costs”.
 - (3) **System Restoration**
We will pay your necessary and reasonable “system restoration costs”.
 - (4) **Loss of Business**
We will pay your actual “business income and extra expense loss” incurred during the “period of restoration”. This includes your actual “business income and extra expense loss” caused by a voluntary shutdown of your “computer system” in connection with your reasonable efforts to stop, mitigate the effects of, or recover from, such a “computer attack”.
 - (5) **Extended Income Recovery**
If you suffer a covered “business income and extra expense loss” resulting from a “computer attack” on a “computer system” owned or leased by you and operated under your control, we will pay your actual “extended income loss”.
 - (6) **Public Relations**
If you suffer a covered “business income and extra expense loss”, we will pay for the services of a professional public relations firm to assist you in communicating your response to the “computer attack” to the media, the public and your customers, clients or members.
 - (7) **Future Loss Avoidance**
If you received a loss payment from us

under **Coverage 2. Computer Attack**, we will pay your necessary and reasonable “future loss avoidance costs”.

(8) Reward Payments

We will pay for any necessary and reasonable “reward payments” offered and made by you in response to a “computer attack.”

3. Cyber Extortion

- a. Cyber Extortion applies only if all of the following conditions are met:
- (1) There has been a “cyber extortion threat”; and
 - (2) Such “cyber extortion threat” is first made against you during the “policy period”; and
 - (3) Such “cyber extortion threat” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.
- b. If the conditions listed in a. above have been met, then we will pay for your necessary and reasonable “cyber extortion expenses” arising directly from such “cyber extortion threat” and any necessary and reasonable “reward payments” offered and made by you in response to a “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.
- c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

4. Misdirected Payment Fraud

- a. Misdirected Payment Fraud applies only if all of the following conditions are met:
- (1) There has been a “wrongful transfer event” against you; and
 - (2) Such “wrongful transfer event” took place in the “coverage territory”; and
 - (3) Such “wrongful transfer event” is first discovered by you during the “policy period”; and
 - (4) Such “wrongful transfer event” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
 - (5) Such “wrongful transfer event” is reported in writing by you to the police.
- b. If the conditions listed in a. above have been met, then we will pay your necessary and reasonable “wrongful transfer costs” arising

directly from the “wrongful transfer event” and any necessary and reasonable “reward payments” offered and made by you in response to a “wrongful transfer event”.

5. Computer Fraud

- a. Computer Fraud applies only if all of the following conditions are met:
 - (1) There has been a “computer fraud event” against you; and
 - (2) Such “computer fraud event” took place in the “coverage territory”; and
 - (3) Such “computer fraud event” is first discovered by you during the “policy period”; and
 - (4) Such “computer fraud event” is reported to us within 60 days after the date it is first discovered by you; and
 - (5) Such “computer fraud event” is reported in writing by you to the police.
- b. If the conditions listed in a. above have been met, then we will pay your necessary and reasonable “computer fraud costs” arising directly from the “computer fraud event” and any necessary and reasonable “reward payments” offered and made by you in response to a “computer fraud event.”

6. Telecommunications Fraud

- a. Telecommunications Fraud applies only if all of the following conditions are met:
 - (1) There has been a “computer attack” on a “telecommunications system” that is owned or leased by you and operated under your control; and
 - (2) Such “computer attack” took place in the “coverage territory”; and
 - (3) Such “computer attack” is first discovered by you during the “policy period”; and
 - (4) Such “computer attack” is reported to us within 60 days after the date it is first discovered by you; and
 - (5) Such “computer attack” is reported in writing by you to the police; and
 - (6) As a result of such “computer attack”, there have been “telecommunications fraud costs”.
- b. If the conditions listed in a. above have been met, then we will pay your necessary and reasonable “telecommunications fraud costs” arising directly from the “computer attack”.

7. Privacy Incident Liability

- a. Privacy Incident Liability applies only if all of the following conditions are met:
 - (1) During the “policy period” or any applicable Extended Reporting Period, you first receive notice of one of the

following:

- (a) A “claim”; or
 - (b) A “regulatory proceeding”.
- (2) Such “claim” or “regulatory proceeding” must arise from a “privacy incident” that:
 - (a) Took place during the “coverage term”; and
 - (b) Took place in the “coverage territory”; and
 - (c) Was submitted to us and insured under Data Compromise Response Expenses.
 - (3) Such “claim” or “regulatory proceeding” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered:
 - (1) “Loss” directly arising from the “claim”; or
 - (2) “Defense costs” directly arising from a “regulatory proceeding”.
 - c. All “claims” and “regulatory proceedings” arising from a single “privacy incident” or interrelated “privacy incidents” will be deemed to have been made at the time that notice of the first of those “claims” or “regulatory proceedings” is received by you.
- #### 8. Network Security Liability
- a. Network Security Liability applies only if all of the following conditions are met:
 - (1) During the “policy period” or any applicable Extended Reporting Period, you first receive notice of a “claim” which arises from a “network security incident” that:
 - (a) Took place during the “coverage term”; and
 - (b) Took place in the “coverage territory”; and
 - (2) Such “claim” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
 - b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered “loss” directly arising from the “claim”.
 - c. All “claims” arising from a single “network security incident” or interrelated “network security incidents” will be deemed to have been made at the time that notice of the first of those “claims” is received by you.
- #### 9. Electronic Media Liability
- a. Electronic Media Liability applies only if all of the following conditions are met:

- (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that:
 - (a) Took place during the "coverage term"; and
 - (b) Took place in the "coverage territory"; and
 - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".
 - c. All "claims" arising from a single "electronic media incident" or interrelated "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

10. Identity Recovery

- a. Identity Recovery applies only if all of the following conditions are met:
 - (1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Cyber Coverage; and
 - (2) Such "identity theft" took place in the "coverage territory"; and
 - (3) Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period"; and
 - (4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured".
- b. If the conditions listed in a. above have been met, then we will provide the following to the "identity recovery insured":
 - (1) **Case Management Service**
We will pay for the services of an "identity recovery case manager" as needed to respond to the "identity theft"; and
 - (2) **Expense Reimbursement**
We will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

B. EXCLUSIONS

If any cyber incident exclusion is made a part of this policy, such exclusion will not apply to the coverage afforded by this Cyber Coverage.

The following additional exclusions apply to this coverage:

We will not pay for costs or "loss" arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, howsoever caused.
2. War and hostile action, including any of the following and any consequence of any of the following:
 - a. Cyber warfare, whether or not occurring in combination with physical combat;
 - b. Undeclared war;
 - c. Civil war;
 - d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or
 - e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

- a. Statements by an impacted government, sovereign or other authority;
- b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
- c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the "loss".

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

3. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers,

- cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
 5. Costs to research or correct any deficiency.
 6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
 7. Any criminal investigations or proceedings.
 8. Your intentional or willful complicity in a covered "loss" event.
 9. Your reckless disregard for the security of your "computer system" or data, including confidential or sensitive information of others in your care, custody or control.
 10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
 11. Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "wrongful act" occurring before the "coverage term".
 12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
 13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
 14. Any "claim" or "loss" alleging, arising out of, based upon or attributable to, or brought by or on behalf of any federal, state, or legal government agency or professional or trade licensing organizations or the enforcement of any governmental law, ordinance, regulation or rule; however, this exclusion shall not apply to:
 - a. Actions or proceedings brought by a governmental authority or regulatory agency acting solely in its capacity as your customer;
 - b. "Regulatory proceedings" insured under Coverage 7. **Privacy Incident Liability**; or
 - c. Any fine or penalty imposed by law which arises from a covered "personal data compromise".
 15. Any "loss" or liability arising out of "pollutants or contaminants" or the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants or contaminants", or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants or contaminants", or in any way respond to or assess the effects of "pollutants or contaminants".
 16. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
 17. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.
 18. The theft of a professional or business identity.
 19. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
 20. An "identity theft" that is not reported in writing to the police.
 21. The following exclusions are applicable to Future Loss Avoidance only:
 - a. Any "future loss avoidance costs" incurred after this policy has been cancelled or non-renewed by either you or us.
 - b. The salaries or wages of your "employees" or "executives", or your loss of earnings.
 22. Any amount not insurable under applicable law.
 23. Any provision of coverage under this Cyber Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.
- C. LIMITS OF INSURANCE**
1. **Aggregate Limits**
 Except for post-judgment interest, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations is the most we will pay for all "loss" under all applicable coverage sections, except Identity Recovery, in any one "policy period" or any applicable Extended Reporting Period. The Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy

period" or any applicable Extended Reporting Period.

The Identity Recovery Coverage is subject to the Identity Recovery Limit as shown in the Cyber Suite Supplemental Declarations.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Public Relations and Reputational Harm coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Suite Supplemental Declarations. These sublimits are part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in **A.1.b.(5)**.

b. Computer Attack Sublimit

The most we will pay under Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the applicable Public Relations sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

c. Cyber Extortion Sublimit

The most we will pay under Cyber Extortion coverage for "loss" arising from one "cyber extortion threat" is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

d. Misdirected Payment Fraud Sublimit

The most we will pay under Misdirected Payment Fraud coverage for "loss" arising from one "wrongful transfer event" is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

e. Computer Fraud Sublimit

The most we will pay under Computer Fraud coverage for "loss" arising from one "computer fraud event" is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the

Cyber Suite Supplemental Declarations.

f. Telecommunications Fraud Sublimit

The most we will pay under Telecommunications Fraud coverage for "loss" arising from one "computer attack" on a "telecommunications system" is the applicable limit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

g. Reward Payments Sublimit

The Reward Payment sublimit shown in the Cyber Suite Supplemental Declarations is the most we will pay for all "reward payments" resulting from a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event" in any one "policy period".

This sublimit is a part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

h. Identity Recovery Sublimits

The following provisions are applicable only to the Identity Recovery Coverage.

- (1) Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the annual aggregate limit for Identity Recovery.
- (2) Costs covered under item d. (Legal Costs) of the definition of "identity recovery expenses" are part of, and not in addition to, the annual aggregate limit for Identity Recovery.
- (3) Costs covered under item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- (4) Costs covered under item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to the Mental Health Counseling sublimit

shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

- (5) Costs covered under item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

3. Application of Limits

- a. A "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", "computer fraud event" or "identity theft" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", "computer fraud event" or "identity theft" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", "computer fraud event" or "identity theft" was first discovered by you.
- b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to

provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLES

1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Cyber Suite Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
 - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud or Telecommunications Fraud coverage.
 - b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.
3. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.
4. Insurance coverage under Identity Recovery is not subject to a deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Additional Policy Protection

We may, from time to time, offer or arrange to provide benefits specific to one of our risk management benefits which include but are not limited to devices, equipment, services or benefits provided by either us or a third party vendor selected by us. These services or products are designed to mitigate loss, provide loss control, assess risk, identify sources of risk, or develop strategies for eliminating or reducing risk. The benefits are intended to enhance the safety, value, usability, life or protection of you or your insurable assets. Such products or services must be provided by us or by a third party vendor that has an agreement or contract

with us. We do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

2. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

3. Defense And Settlement

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
- d. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
 - (1) After entry of judgment; and
 - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.
- f. We may, with your written consent, make any settlement of a "claim" or "regulatory proceeding" which we deem reasonable. If you refuse to consent to any settlement recommended by us and acceptable to the claimant or plaintiff, our liability for all "settlement costs" and "defense costs" resulting from such "claim" or "regulatory proceeding" will not exceed the following:
 - (1) The amount for which we could have settled such "claim" or "regulatory proceeding" plus "defense costs" incurred as of the date we proposed such settlement in writing to you; plus
 - (2) 80% of any "settlement costs" and "defense costs" incurred after the date of such proposed settlement;

subject to the applicable limits.

4. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

5. Duties in the Event of a Claim, Regulatory Proceeding or Loss

- a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:
 - (1) Anytime during the "policy period"; or
 - (2) Anytime during the extended reporting periods (if applicable).
- b. If a "claim" or "regulatory proceeding" is brought against you, you must:
 - (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
 - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation,

- settlement or defense of the "claim" or "regulatory proceeding";
- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
 - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".
- c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft", insured under this Cyber Coverage, you and any involved "identity recovery insured" must see that the following are done:
- (1) Notify the police if a law may have been broken.
 - (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft". Include a description of any property involved.
 - (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft" occurred.
 - (4) As often as may be reasonably required, permit us to:
 - (a) Inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft";
 - (b) Examine your books, records, electronic media and records and hardware;
 - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
 - (d) Make copies from your books, records, electronic media and records and hardware.
 - (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft". You must do this within 60 days after our request. We will supply you with the necessary forms.
- (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft".
- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "loss".
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
- 6. Extended Reporting Periods**
- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
 - b. If a "termination of coverage" has occurred, you will have the right to the following:
 - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage; and
 - (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured

by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date. This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

7. **Identity Recovery Help Line**

For assistance, if Identity Recovery applies, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-844-855-1894**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the Cyber Coverage. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her "claim" for "identity recovery expenses".

8. **Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the "loss" or "identity theft" is first

discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

9. **Legal Advice**

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

10. **Other Insurance**

If there is other insurance that applies to the same "loss", this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

11. **Pre-Notification Consultation**

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "affected individuals" to be notified, including contact information.
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

12. **Service Providers**

- a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us;
- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

13. Services

The following conditions apply as respects any services provided to you or any "affected individual" or "identity recovery insured" by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

- a. The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals" and "identity recovery insureds".
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an "identity recovery case manager" under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

14. Valuation

We will determine the value of "money", "securities", cryptocurrency and tangible property as follows:

- a. Our payment for loss of "money" or loss payable in "money" will be, at your option, in the "money" of the country in which the "computer fraud event", "cyber extortion threat", "reward payments", or "wrongful transfer event" took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such "loss".

- b. Our payment for loss of "securities" will be their value at the close of business on the day the "computer fraud event" or the "wrongful transfer event" was discovered, or the day the "securities" were transferred by you in response to the "cyber extortion threat". At our option, we may:
 - (1) Pay the value of such "securities" to you or replace them in kind, in which event you must assign to us all of your rights, title and interest in those "securities"; or
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities"; provided that we will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the "securities" at the close of business on the day the "computer fraud event", "cyber extortion threat" or "wrongful transfer event" was discovered.
- c. Our payment of cryptocurrency will be its value at the close of business on the day the cryptocurrency was transferred by you in response to the covered "cyber extortion threat".
- d. Our payment for the loss of tangible property will be the smallest of:
 - (1) The cost to replace the tangible property; or
 - (2) The amount you actually spend that is necessary to replace the tangible property.

We will not pay you on a replacement costs basis for any loss of tangible property until such property is actually replaced and unless the replacement is made as soon as reasonably possible after the "loss". If the lost property is not replaced as soon as reasonably possible after the "loss", we will pay you the actual cash value of the tangible property on the day the "computer fraud event", "cyber extortion threat" or "wrongful transfer event" was discovered.

F. DEFINITIONS

1. "**Affected Individual**" means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Cyber Coverage. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".

- b. An "affected individual" may reside anywhere in the world.
2. **"Authorized Representative"** means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
3. **"Authorized Third Party User"** means a party who is not an "employee" or an "executive" of yours who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Business Income and Extra Expense Loss"** means loss of Business Income and Extra Expense.
- a. As used in this definition, Business Income means the sum of:
- (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - (2) Continuing normal and necessary operating expenses incurred, including "employee" and "executive" payroll.
- b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
6. **"Claim"**
- a. "Claim" means:
- (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
 - (2) A civil proceeding commenced by the filing of a complaint;
 - (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
 - (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;
- arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.
- b. "Claim" does not mean or include:
- (1) Any demand or action brought by or on behalf of someone who is:
 - (a) Your director;
 - (b) Your owner or part-owner; or
 - (c) A holder of your securities; in their capacity as such, whether directly, derivatively, or by class action.
- "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or
- (2) A "regulatory proceeding".
- c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under the Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a "claim" to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".
7. **"Computer Attack"**
- a. "Computer attack" means one of the following involving the "computer system":
- (1) An "unauthorized access incident";
 - (2) A "malware attack"; or
 - (3) A "denial of service attack" against a "computer system".
- b. A "computer attack" ends at the earlier of:
- (1) The time that the active attacking behavior ceases, the time that you have regained control over the "computer system" or the time that all unauthorized creation, destruction or movement of data associated with the "computer attack" has ceased, whichever happens latest; or
 - (2) 30 days after your discovery of the "computer attack".
8. **"Computer Fraud Costs"** means:
- a. The amount of "money" fraudulently obtained from you. "Computer fraud costs" include the direct financial loss only.
- b. "Computer fraud costs" do not include any of the following:
- (1) Other expenses that arise from the "computer fraud event";
 - (2) Indirect loss, such as "bodily injury", lost time, lost wages, "identity recovery expenses" or damaged reputation;
 - (3) Any interest, time value or potential investment gain on the amount of financial loss; or
 - (4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
9. **"Computer Fraud Event"** means:
- a. An "unauthorized access incident" that leads

- to the intentional, unauthorized and fraudulent entry of or change to data or instructions within a “computer system” owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an “employee”, “executive” or “independent contractor”. Such fraudulent entry or change must cause “money” to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.
- b.** “Computer fraud event” does not mean or include any occurrence:
- (1) In which you are threatened or coerced to send “money” or divert a payment; or
 - (2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
- 10. “Computer System”** means a computer or other electronic hardware that:
- a.** Is owned or leased by you and operated under your control; or
 - b.** Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a “computer system” with respect to the specific services provided by such third party to you under such contract.
- 11. “Coverage Term”** means the increment of time:
- a.** Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber Coverage; and
 - b.** Ending upon the “termination of coverage”.
- 12. “Coverage Territory”** means:
- a.** With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud, Telecommunications Fraud and Identity Recovery, “coverage territory” means anywhere in the world.
 - b.** With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, “coverage territory” means anywhere in the world, however “claims” must be brought within the United States (including its territories and possessions) or Puerto Rico.
- 13. “Cyber Extortion Expenses”** means:
- a.** The cost of a negotiator or investigator retained by you in connection with a “cyber extortion threat”; and
 - b.** Any amount paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat” when such expenses are necessary and reasonable and arise directly from a “cyber extortion threat”. This includes any payment made in the form of “money”, “securities”, cryptocurrency (including, but not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency) or tangible goods. The payment of “cyber extortion expenses” must be approved in advance by us. We will not unreasonably withhold our approval. However we may pay for “cyber extortion expenses” that were not approved in advance by us if we determine the following:
 - (1) It was not practical for you to obtain our prior approval; and
 - (2) If consulted at the time, we would have approved the payment.
 At our sole discretion, we may choose to pay “cyber extortion expenses” in excess of the limit shown in the Supplemental Declarations if doing so reduces the total amount of “loss” payable under this Cyber Coverage.
- 14. “Cyber Extortion Threat”**
- a.** “Cyber extortion threat” means a demand for “money” from you based on a credible threat, or series of related credible threats, to:
 - (1) Launch a “denial of service attack” against the “computer system” for the purpose of denying “authorized third party users” access to your services provided through the “computer system” via the Internet;
 - (2) Gain access to a “computer system” and use that access to steal, release or publish “personally identifying information”, “personally sensitive information” or “third party corporate data”;
 - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”;
 - (4) Launch a “computer attack” against a “computer system” in order to alter, damage or destroy electronic data or

- software while such electronic data or software is stored within a “computer system”; or
- (5) Transfer, pay or deliver any funds or property using a “computer system” without your authorization.
- b. “Cyber extortion threat” does not mean or include any threat made in connection with a legitimate commercial dispute.
- 15. “Data Re-creation Costs”**
- a. “Data re-creation costs” means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. “Data re-creation costs” does not mean or include costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
- (2) Data that is obsolete, unnecessary or useless to you.
- 16. “Data Restoration Costs”**
- a. “Data restoration costs” means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered “data restoration costs”, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. “Data restoration costs” does not mean or include costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
- (2) Data that is obsolete, unnecessary or useless to you.
- 17. “Defense Costs”**
- a. “Defense costs” means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any “claim” or “regulatory proceeding” against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. “Defense costs” does not mean or include the salaries or wages of your “employees” or “executives”, or your loss of earnings.
- 18. “Denial of Service Attack”** means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.
- 19. “Electronic Media Incident”** means an allegation that the display of information in electronic form by you on a website resulted in:
- a. Infringement of another’s copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person’s right of privacy, including false light and public disclosure of private facts.
- 20. “Employee”** means any natural person, other than an “executive”, who was, now is or will be:
- a. Employed on a full-time or part-time basis by you;
- b. Furnished temporarily to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions;
- c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary “employee” as defined in paragraph b.;
- d. Your volunteer worker, which includes unpaid interns; or
- e. An “independent contractor”.
- 21. “Executive”** means any natural person who was, now is or will be:
- a. The owner of your sole proprietorship; or
- b. A duly elected or appointed:
- (1) Director;
- (2) Officer;
- (3) Managing Partner;
- (4) General Partner;
- (5) Member (if a limited liability company);
- (6) Manager (if a limited liability company); or
- (7) Trustee;
- of your business.
- 22. “Extended Income Loss”** means your actual “business income and extra expense loss” incurred during the “extended recovery period”.
- 23. “Extended Recovery Period”** means a fixed period of 180 days immediately following the end of the “period of restoration”.
- 24. “Future Loss Avoidance Costs”**
- a. “Future loss avoidance costs” means the amount you spend to make improvements to a “computer system” owned or leased by you and operated under your control, provided:

- (1) Such “future loss avoidance costs” are incurred within 30 days after your discovery of the “computer attack”; and
- (2) We agree in writing that improvements to which “future loss avoidance costs” relate would reasonably reduce the likelihood of a future “computer attack” similar to the one for which you have received payment under Coverage 2. **Computer Attack** paragraphs **b.(1)** through **b.(4)**. We will not unreasonably withhold such agreement; and
- (3) We receive your invoices for the “future loss avoidance costs” no later than 60 days after the date you received the payment for the “loss” under Coverage 2. **Computer Attack** paragraphs **b.(1)** through **b.(4)**.
- b. The most we will pay for all “future loss avoidance costs” with respect to any one “computer attack” is 10% of our Eligible Payment to you prior to any payment under this Future Loss Avoidance coverage. Any portion of the payment made for hardware replacement or hardware upgrades reduces the amount we will pay.
- c. The improvements described in paragraph **a.(2)** may include, but are not limited to, hardware and software upgrades. Improvements involving services subject to lease, license or subscription may have costs that are ongoing. In such case, the most we will pay are costs associated with the first 12 months of any such service, subject to the amount described in paragraph **b.** above.
- d. As used in this coverage, Eligible Payment means our total payment to you under Coverage 2. **Computer Attack** paragraphs **b.(1)** through **b.(4)**, not including any deductible amount.
- 25. “Identity Recovery Case Manager”** means one or more individuals assigned by us to assist an “identity recovery insured” with communications we deem necessary for re-establishing the integrity of the personal identity of the “identity recovery insured”. This includes, with the permission and cooperation of the “identity recovery insured”, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
- 26. “Identity Recovery Expenses”** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an “identity theft” suffered by an “identity recovery insured”:
- a. **Re-Filing Costs**
Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an “identity theft”.
- b. **Notarization, Telephone and Postage Costs**
Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the “identity recovery insured’s” efforts to report an “identity theft” or amend or rectify records as to the “identity recovery insured’s” true name or identity as a result of an “identity theft”.
- c. **Credit Reports**
Costs for credit reports from established credit bureaus.
- d. **Legal Costs**
Fees and expenses for an attorney approved by us for the following:
- (1) The defense of any civil suit brought against an “identity recovery insured”.
 - (2) The removal of any civil judgment wrongfully entered against an “identity recovery insured”.
 - (3) Legal assistance for an “identity recovery insured” at an audit or hearing by a governmental agency.
 - (4) Legal assistance in challenging the accuracy of the “identity recovery insured’s” consumer credit report.
 - (5) The defense of any criminal charges brought against an “identity recovery insured” arising from the actions of a third party using the personal identity of the “identity recovery insured”.
- e. **Lost Wages**
Actual lost wages of the “identity recovery insured” for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
- f. **Child and Elder Care Expenses**
Actual costs for supervision of children or elderly or infirm relatives or dependents of the “identity recovery insured” during time reasonably and necessarily taken away from

such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

h. Miscellaneous Unnamed Costs

Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".

(1) Such costs include:

- (a) Costs by the "identity recovery insured" to recover control over his or her personal identity.
- (b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

- (a) Costs to avoid, prevent or detect "identity theft" or other loss.
- (b) Money lost or stolen.
- (c) Costs that are restricted or excluded elsewhere in this Cyber Coverage or policy.

27. "Identity Recovery Insured" means the following:

- a. When the entity insured under this Cyber Coverage is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured identity.
- b. When the entity insured under this Cyber Coverage is a partnership, the "identity recovery insureds" are the current partners.
- c. When the entity insured under this Cyber Coverage is a corporation or other form of organization, other than those described in **a.** or **b.** above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" will be:
 - (1) The chief executive of the insured entity; or
 - (2) As respects a religious institution, the senior ministerial "employee".

An "identity recovery insured" must always be an individual person. If the entity insured under this Cyber Coverage is a legal entity, that legal entity is not an "identity recovery insured".

28. "Identity Theft"

- a. "Identity theft" means the fraudulent use of "personally identifying information". This

includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

- b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

29. "Independent Contractor" means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

30. "Loss"

- a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph **b.**
- b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph **b.**
- c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".
- d. With respect to Misdirected Payment Fraud, "loss" means "wrongful transfer costs".
- e. With respect to Computer Fraud, "loss" means "computer fraud costs".
- f. With respect to Telecommunications Fraud, "loss" means "telecommunications fraud costs".
- g. With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, "loss" means "defense costs" and "settlement costs".
- h. With respect to Identity Recovery, "loss" means those expenses enumerated in Identity Recovery, paragraph **b.**

31. "Malware Attack"

- a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.
- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

32. "Money"

- a. "Money" means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- b. "Money" does not mean or include any

- cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.
- 33. "Network Security Incident"** means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:
- The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
 - The unintended abetting of a "denial of service attack" against one or more other systems; or
 - The unintended loss, release or disclosure of "third party corporate data".
- 34. "Period of Indemnification"** means the period of time that begins on the date you first provided notification to "affected individuals" pursuant to Coverage 1. **Data Compromise Response Expenses** and ends after 30 days.
- 35. "Period of Restoration"** means the period of time that begins 8 hours after the time that a "computer attack" is discovered by you and continues until the earliest of:
- The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed;
 - The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch;
 - If no data restoration, data re-creation or system restoration is required, the end of the "computer attack"; or
 - 180 days after the "computer attack" is discovered by you.
- 36. "Personal Data Compromise"** means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
- At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
 - You; or
 - A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
 - "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
 - "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
 - All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".
- 37. "Personally Identifying Information"**
- "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.
 - "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.
- 38. "Personally Sensitive Information"**
- "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.
 - "Personally sensitive information" does not mean or include "personally identifying information".
- 39. "Policy Period"** means the period commencing on the effective date shown in the Cyber Suite Supplemental Declarations. The "policy period" ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes

first.

40. "Pollutants or Contaminants" include, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, bacterium, microorganism, virus or other pathogen, diseases, germs, soot, fumes, asbestos, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

41. "Privacy Incident" means:

- a. A "personal data compromise";
- b. Your failure to comply with a Privacy Policy;
- c. Your unauthorized, unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful collection of "personally identifying information"; or
- d. Your unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful failure to amend, correct or delete "personally identifying information".

For the purpose of this definition, Privacy Policy means a publicly available written policy formally adopted by you which addresses the collection, handling and management of "personally identifying information".

42. "Property Damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
- b. Loss of use of tangible property that is not physically injured.

43. "Regulatory Proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

44. "Reputational Harm Costs"

- a. "Reputational harm costs" means the loss of Business Income during the "period of indemnification" arising directly from damage to your reputation caused by a "personal data compromise".

As used in this definition, Business Income means the sum of:

- (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

- (2) Continuing normal and necessary operating expenses incurred, including "employee" and "executive" payroll.

b. "Reputational harm costs" does not mean or include Business Income you lose due to:

- (1) Unfavorable or deteriorated business conditions;
- (2) Decreased market share;
- (3) Any other consequential damages or losses;
- (4) Legal costs or expenses;
- (5) Investment income;
- (6) Bank interest;
- (7) Seasonal fluctuations;
- (8) Additional costs you incur to operate your business over and above the costs that you normally would have incurred to operate your business during the same period had no "personal data compromise" occurred.

45. "Reward Payments" means:

An amount of "money" paid by you to any individual(s) for information leading to the arrest and conviction of any perpetrator(s) of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event" that:

- a. We agree to in writing prior to the "reward payments" being offered or paid; and
- b. Are offered and paid prior to the earlier of:
 - (1) Six months after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event"; or
 - (2) Expiration of the policy term.
 Such individual may not be:
 - (1) You;
 - (2) Your "employee";
 - (3) Anyone hired by you to investigate a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event"; or
 - (4) A member of law enforcement.

46. "Securities"

a. "Securities" means:

- (1) Written negotiable and non-negotiable instruments or contracts representing "money" or tangible property; or
- (2) Uncertified securities.

b. "Securities" does not mean or include "money".

47. "Settlement Costs"

a. "Settlement costs" means the following, when they arise from a "claim":

- (1) Damages, judgments or settlements; and
- (2) Attorney's fees and other litigation costs

- added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
- (3) Pre-judgment interest on that part of any judgment paid by us.
- b. "Settlement costs" does not mean or include:
- (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;
 - (2) Punitive and exemplary damages;
 - (3) The multiple portion of any multiplied damages;
 - (4) Taxes; or
 - (5) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:
- (1) Is where those fines, or penalties were awarded or imposed;
 - (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
 - (3) Is where you are incorporated or you have your principal place of business; or
 - (4) Is where we are incorporated or have our principal place of business.
- 48. "System Restoration Costs"**
- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre-"computer attack" level of functionality:
- (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of your "computer system".
- b. "System restoration costs" does not mean or include:
- (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
 - (2) Labor costs of your "employees" or "executives";
 - (3) Any costs in excess of the actual cash value of your "computer system"; or
 - (4) Costs to repair or replace hardware. However, at our sole discretion, we may choose to pay to repair or replace hardware if doing so reduces the amount of "loss" payable under this Cyber Coverage.
- 49. "Telecommunications Fraud Costs"** means any payment that you are responsible for making to your Telephone Service Provider as a result of a "computer attack" on a "telecommunications system" that is owned or leased by you and operated under your control. As used in this definition, Telephone Service Provider means a business with which you have a written contract to provide you with telephone services.
- 50. "Telecommunications System"** means any telephone or fax system including but not limited to, Voice over Internet Protocol (VoIP) or other internet based telephone system that is owned or leased by you and operated under your control.
- 51. "Termination of Coverage"** means:
- a. You or we cancel this coverage;
 - b. You or we refuse to renew this coverage; or
 - c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.
- 52. "Third Party Corporate Data"**
- a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".
- 53. "Unauthorized Access Incident"** means the gaining of access to a "computer system" by:
- a. An unauthorized person or persons; or
 - b. An authorized person or persons for unauthorized purposes.
- 54. "Wrongful Act"**
- a. With respect to Privacy Incident Liability, "wrongful act" means a "privacy incident".
 - b. With respect to Network Security Liability, "wrongful act" means a "network security incident".
 - c. With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident".
- 55. "Wrongful Transfer Costs"** means the amount

of "money" fraudulently obtained from you.

"Wrongful transfer costs" include the direct financial loss only. "Wrongful transfer costs" do not include any of the following:

- a. Other expenses that arise from the "wrongful transfer event";
- b. Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses or damaged reputation;
- c. Any interest, time value or potential investment gain on the amount of financial loss; or
- d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

56. "Wrongful Transfer Event"

- a. "Wrongful transfer event" means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an "employee", "executive" or "independent contractor" using email, facsimile or telephone communications to induce you or the financial institution to send or divert "money", "securities" or tangible property. The deception must result in direct financial loss to you.
- b. "Wrongful transfer event" does not mean or include any occurrence:
 - (1) In which you are threatened or coerced to send "money" or divert a payment; or
 - (2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

All other policy terms and conditions apply.